

REMARKS

Claims 1-27 are all the claims presently pending in the application. By this amendment, claims 1-4 7 are amended. The amendments introduce no new matter.

It is noted that the claim amendments are made only to assure grammatical and idiomatic English and improved form under United States practice, and are not made to distinguish the invention over the prior art or narrow the claims or for any statutory requirements of patentability. Further, Applicant specifically states that no amendment to any claim herein should be construed as a disclaimer of any interest in or right to an equivalent of any element or feature of the amended claim.

Applicant thanks the Examiner for the courtesies extended to Applicant's representative in the telephone interviews of February 21, 22, and 26, 2008. The substance of those interviews is incorporated into the remarks below.

Claims 1 and 4 stand rejected under 35 U.S.C. §112, first paragraph. Claims 1-27 stand rejected under 35 U.S.C. §112, second paragraph. Claims 1-6 and 13-22 stand rejected under 35 U.S.C. §101.

Claims 1-27 stand rejected under 35 U.S.C. §103(a) over Borders, et al. (US Patent Application Publication No. 2001/0047285).

The rejections are respectfully traversed in the following discussion.

THE CLAIMED INVENTION

The claimed invention is directed to a device, system, methods, information recording medium, and computer program products for coordinating transactions.

As exemplarily recited in independent claim 1, the claimed invention is directed to a

transaction coordinating device. The transaction coordinating device includes means for arranging an insertion of a cargo transportation relating to a spot transaction into a predetermined schedule, and means for delivering sales data of the spot transaction.

The device coordinates an insertion of a spot transaction into a predetermined schedule of a cargo transportation. The spot transaction is based on a temporary contract being made without respect to a fixed transaction. The spot transaction includes a transaction based on a one-time sales contract or based on an intermittent supply contract which is completed in a few times. The fixed transaction is based on a contract of predetermined term. The fixed transaction includes a long-term stable offtake contract of predetermined term in which transportation schedules can be confirmed at least about a year before.

The insertion arrangement means arranges an insertion of a cargo transportation relating to the spot transaction into a predetermined schedule of a cargo transportation relating to said fixed transaction of predetermined term. The insertion is arranged by adjusting the predetermined schedule of the cargo transportation relating to the fixed transaction of predetermined term.

The sales data delivering means delivers sales data of the spot transaction to participants in the spot transaction and to the transportation adjusting portion. The sales data delivering means delivers transportation adjusting data from the insertion arrangement means to the participants in the spot transaction.

The system, method, information recording medium, and program products reciting similar features are similarly claimed.

The preferred embodiments have been developed for use with transactions dealing with liquefied natural gas (LNG). However, the invention is applicable to other uses.

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Conventionally, producers and carriers of LNG have concluded sales contracts based on contracts defining long-term stable acceptance arrangements. Such contracts may commit to the acceptance and amounts of LNG determined each year of the fixed term of the contract; such terms may be more than 20 years. An LNG market and charter market for LNG freighters for carrying out a spot transaction based on a temporary contract (that is, a transaction based on one-time sales contracts or based on an intermittent supply contract) has not been provided.

The claimed invention, on the other hand, facilitates a flexible market of spot transactions in accordance with variations in at least the production and scheduled transportation of LNG or other commodities.

THE 35 USC §112, SECOND PARAGRAPH REJECTION

Claims 1-27 stand rejected under 35 U.S.C. §112, second paragraph. The claims are amended, above, to overcome this rejection.

Although Applicant completely disagrees with this rejection, the claims are amended in accord with the Examiner's suggestion in an effort to expedite prosecution.

Specifically, the Examiner indicated that the Amendment of November 13, 2007, failed to clearly define 'portions' of the claimed device. The claims are amended in accord with the Examiner's suggestions. The Examiner has indicated in the telephone interviews that the amendments appear to successfully resolve her concerns with regard to the §112, second paragraph rejections.

Therefore, Applicant respectfully requests the Examiner to reconsider and withdraw the rejections of claims 1-27.

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CONCLUSION

In view of the foregoing, Applicant submits that claims 1-27, all the claims presently pending in the application, are patentably distinct over the prior art of record and are allowable, and that the application is in condition for allowance. Such action would be appreciated.

Should the Examiner find the application to be other than in condition for allowance, the Examiner is requested to contact the undersigned attorney at the local telephone number listed below to discuss any other changes deemed necessary for allowance in a telephonic or personal interview.

To the extent necessary, Applicant petitions for an extension of time under 37 CFR §1.136. The Commissioner is authorized to charge any deficiency in fees, including extension of time fees, or to credit any overpayment in fees to Attorney's Deposit Account No. 50-0481.

Respectfully Submitted,

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